

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400467

PRINT DATE: 04/26/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1361150280

W W GRAINGER INC
2032 GREENSPRING DR

TIMONIUM, MD 21093
(877)293-7537

REFER QUESTIONS TO:

TIM BARNES
(410)767-4687
TIM.BARNES@DGS.STATE.MD.US

ITB:

EXPR DATE: 04/30/13
POST DATE: 04/26/12

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

AMENDMENT NO. 2: PROCESSING FEE

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS CULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$5,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

AMENDMENT NO. 1: THIS IS AN OPTION TO RENEW FOR ONE YEAR FROM MAY 1, 2012 THRU APRIL 30, 2013.

VENDOR TO SUPPLY EMERGENCY PREPAREDNESS HOMELAND SECURITY SUPPLIES

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TERMS (cont'd):

ONLY ACCORDING TO THE WSCA MASTER PRICE AGREEMENT NUMBER 1862, WITH THE STATE OF NEVADA

WESTERN STATES CONTRACTING AGREEMENT DISCOUNT PRODUCT CATEGORY:
THIS IS A PARTIAL LISTING OF CATEGORIES SUPPLIED UNDER THIS AGREEMENT. FOR EXACT PRICING LOG ONTO WWW:GRAINGER.COM/WSCS, AND SELECT MARYLAND.

GRAINGER PRODUCT CATEGORIES:

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1. PERSONAL PROTECTIVE EQUIPMENT (PAGES 33 - 51)
2. DECONTAMINATION EQUIPMENT (PAGES 33 - 51)
3. SURGE CAPACITY (PAGES 15 - 32)
4. ISOLATION EQUIPMENT (PAGES 17 - 18)
5. INOPERABLE COMMUNICATIONS (PAGES 10 - 13)
6. EVACUATION EQUIPMENT (PAGES 4 - 9)
7. FATALITY MANAGEMENT (PAGES 4 - 9)
8. EMERGENCY MANAGEMENT EVENT TRACKING SYSTEM (PAGE 10)
9. MISCELLANEOUS SUPPORT ITEMS - SEE GRAINGER FULL LINE CATALOG AT WWW:GRAINGER.COM

THIS CONTRACT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000

- A. BOTH PARTIES AGREE THAT IS CONTRACT MAY BE CANCELLED BY GRAINGER UPON ONE HUNDRED AND TWENTY (120) DAYS NOTICE, IN WRITING, PRIOR TO THE EFFECTIVE DATE OF CANCELLATION.
- B. THE STATE AND GRAINGER HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 AND THE TERMS AND CONDITIONS OF THE WSCA MASTER PRICE AGREEMENT, NUMBER 1862, WITH THE STATE OF NEVADA, THE MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 WILL TAKE PRECEDENCE OVER TERMS CONTAINED IN THE WSCA MASTER PRICE AGREEMENT, NUMBER 1862.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0002	47519	EA	

EMERGENCY MEDICAL SUPPLIES

END OF ITEM LIST _____

***** LAST PAGE *****

AUTHORIZED BY: _____

BUYER AUTHORIZED DESIGNEE

DATE: 4-27-2012